

EVICTIION 101 FOR RICHMOND LANDLORDS

Presented by
City of Richmond Rent Program
Nicolas Traylor, Executive Director
March 17, 2018

AGENDA

Introduction

Properties covered/not covered by “Just Cause”

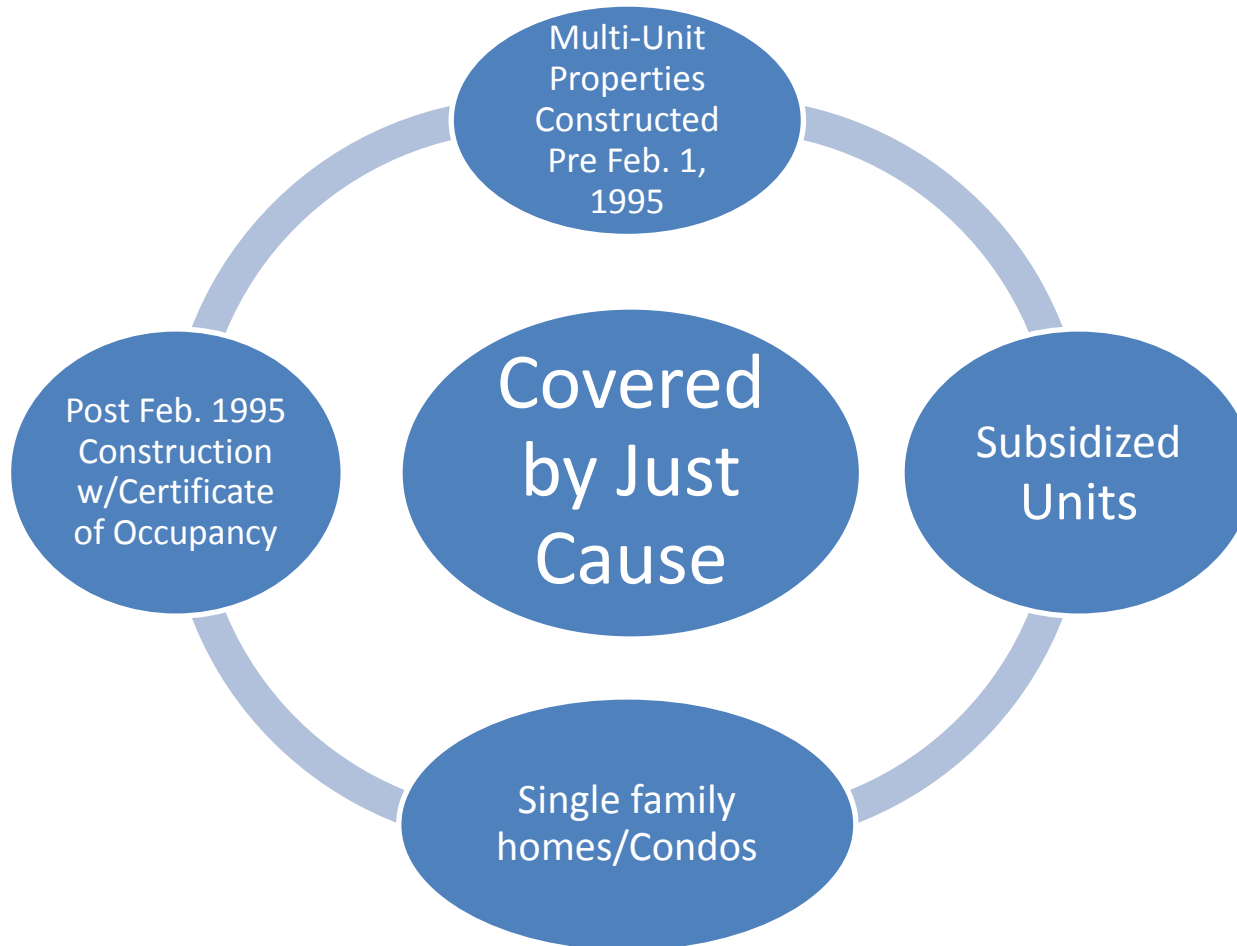
The Eight Just Causes for Eviction in Richmond

Eviction Noticing Requirements

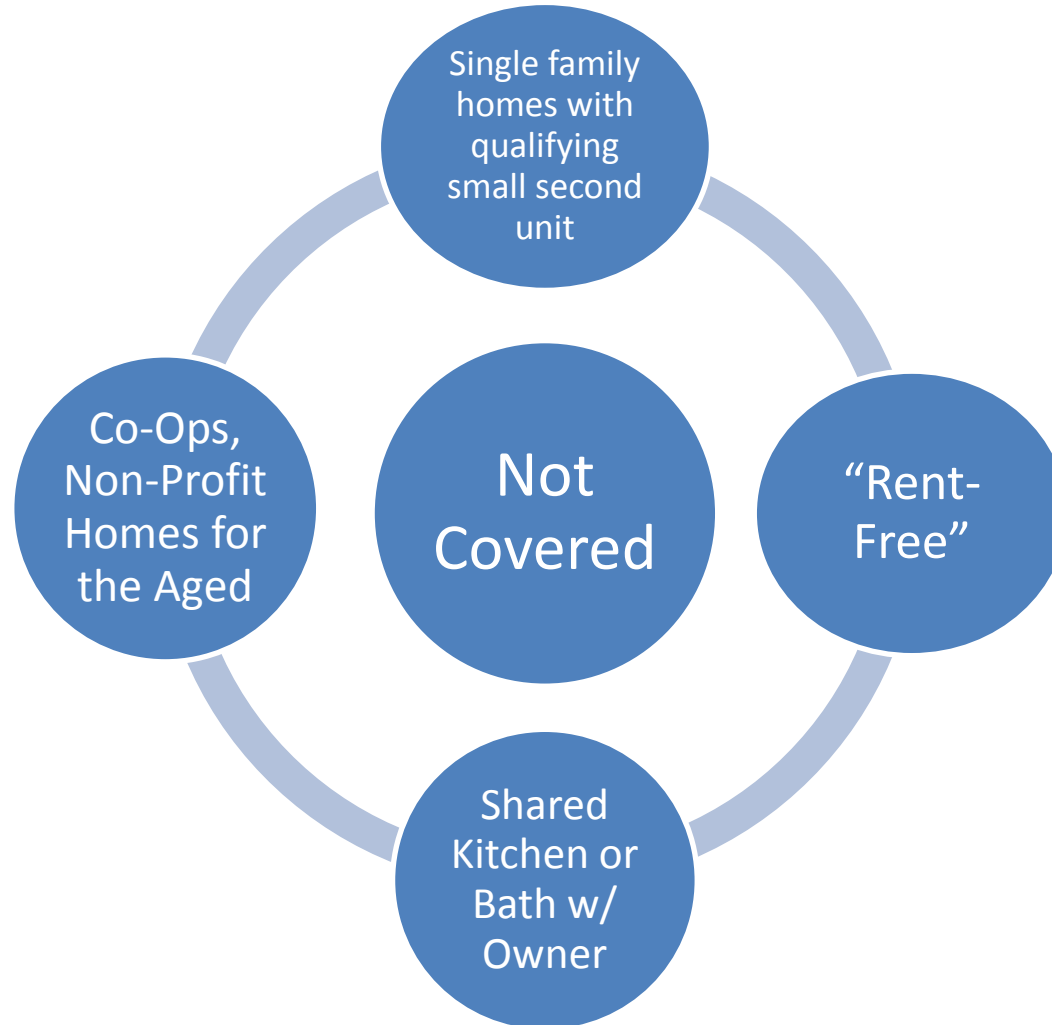
Examples of Eviction Process in Richmond

Tips and Pitfalls in the Eviction Process

TENANCIES COVERED BY “JUST CAUSE”



NOT COVERED BY JUST CAUSE



The Eight Just Causes for Eviction in Richmond

RMC 11.100.050

Residential tenants can only be evicted for one of the following “Just Causes”(notice must state the reason):

- Failure to Pay Rent
- Breach of Lease
- Nuisance
- Failure to Give Access
- Temporarily Vacate in Order to Undertake Substantial Repairs*
- Owner Move-In*
- Withdrawal from Rental Market*
- Temporary Tenancy

*Relocation Payment required – See Relocation Ordinance established by the City Council (RMC 11.102)

Just Cause for Eviction: Noticing Rules

RMC 11.100.050

Landlord must submit a copy of any eviction notice served on a tenant within 2 business days of having served the tenant. The Landlord must submit an online form on the Rent Program's website (www.richmondrent.org), and upload a copy of the notice with a proof of service. This noticing requirement does not apply to properties or units that are exempt from the Just Cause provision of the Rent Ordinance.

Written Warning Notice Requirements

RMC 11.100.050(d)

Must be served PRIOR to a notice of termination of tenancy if the Just Cause for Eviction is:

- Breach of Lease
 - Nuisance
 - Failure to Give Access
-
- Must be served within a “reasonable period” of no less than 5-days prior to serving a notice of termination of tenancy
 - Must state that failure to cure may result in eviction
 - Must inform Tenant of their right to request a reasonable accommodation
 - Shall include the contact number of the Rent Program
 - Shall include instructions for compliance
 - Shall include information necessary to determine the date, time, place, witnesses present and other circumstances.

Owner Move-In or Owner Relative Move-In Eviction

- The owner wants to recover possession of the rental unit as a **Primary Residence** for the owner, or the owner's spouse, children, parents or grandparents.
- An owner in this section is considered an actual person who has at least 50% recorded ownership.
- An eviction for owner move-in cannot occur if the same owner or chosen relative already lives in a unit on the property, or if a vacancy already exists on the property.
- At all times an owner can request a reasonable accommodation if the Landlord or chosen relative is Disabled and another unit is necessary to accommodate the person's disability.

Owner Move-In Noticing Requirements

- The tenant must be served with an Owner Move-In Notice (Termination of Tenancy). A sample template is available for owner's to use online.
- The noticing requirements: Owner must follow California State law. A Landlord must give at least 30 days written notice to terminate a tenancy if the tenancy is less than one year or a 60 day written notice, if the tenancy is more than a year.
- Within two days after serving the tenant a termination of tenancy notice a copy has to be submitted to the Rent Board with proof of service. Failure to do so renders the notice of termination null and void.

Owner Move-In Requirements

- The person moving in shall move into the Rental Unit within 90 days after the Tenant vacates and has to occupy the unit as a primary residence for at least 36 consecutive months.
- **RENT REVERSION FOR FIRST TENANCY POST OWNER MOVE-IN:** FOR RENT CONTROLLED TENANCIES, THE MAXIMUM ALLOWABLE RENT FOR THE FIRST INTERVENING TENANCY AFTER THE OWNER MOVES OUT MUST REVERT TO THE MAXIMUM ALLOWABLE RENT LEVEL THAT WAS BEING CHARGED TO THE TENANT WHO WAS EVICTED (PLUS ANY APPLICABLE AGA INCREASES).
- The owner has to pay one-half of the applicable Relocation Payment when the Tenant has let the owner know in writing when the Tenant plans to vacate the unit and the other half when the Tenant has vacated the unit.
- If the owner or chosen relative fails to occupy the unit within 90 days after the Tenant vacates, the owner shall:
 1. Offer the unit to the Tenant who vacated it;
 2. Pay the tenant all reasonable expenses incurred in moving to and from the unit.

Owner Move-In: Protections for Seniors or Disabled Persons

- A Landlord may not evict through owner move-in if the Tenant
 - (1) has resided in the Rental Unit for at least 5 years**AND**
 - (2) is at least 62 years old, Disabled **OR** is certified as being terminally ill by the Tenant's treating physician.
- A Landlord may evict a Tenant who is protected if the Landlord or chosen relative also meet the criteria and no other units are available.

Withdrawal From the Rental Market

- The owner wants to recover possession of the rental unit to withdraw all of their rental units from the rental market in Richmond. This can be to go out of the rental business or demolish the property.
- If demolition is the reason for withdrawal, then the owner must have received all needed permits before serving any notice terminating a tenancy.
- Tenants shall be entitled to a 120-day notice or a 1-year notice in the case tenants qualify and follow proper procedure.
- Tenants will also have a right to return if the unit is placed back on the market.

Withdrawal From the Rental Market

Noticing Requirements

- The tenant must be served a written notice for withdrawal from the rental market (termination of tenancy). A sample template is available for owner's to use online.
- The owner has to give the tenant no less than 120 days for the tenant to vacate the property. The owner shall provide a written notice to each tenant on the property notifying them of the withdrawal from the rental market.
- Within two days after serving the tenant a termination of tenancy notice a copy has to be submitted to the Rent Board with proof of service. Failure to do so renders the notice of termination null and void.
- Tenants shall be entitled to a 120-day notice, unless they are qualified tenants. Qualified tenants are entitled to a 1 year notice if they are a senior, are disabled, have at least one dependent minor child, or are considered a low-income household.
 - Within 60 days of receiving the termination of tenancy notice, the qualified tenant must return to the owner a notice of entitlement to a 1 year notice (found in the sample packet).

Withdrawal From the Rental Market Restrictions

For units under **rent control** at the time they were withdrawn from the market and **are rented again** after withdrawal, the following restrictions apply:

- For the **first 5 years** after withdrawing the unit even if there is a vacancy, the property shall be offered at the rent in effect when the property was removed from the market, plus any applicable annual general adjustments.
- If the property is offered for rent **within 2 years** from withdrawing from the rental market, the owner shall:
 1. Be liable for damages to any tenant displaced by the property being withdrawn.
 2. Offer the unit back for rent to the displaced tenant.
- If the property is offered for rent **within 10 years** from withdrawing from the rental market the owner shall notify the rent board and offer the unit back to the tenant who was evicted.
- If the property is demolished, re-constructed, and offered for rent **within 5 years** from the withdrawal of the market the newly constructed units shall be subject to rent control.

Rent Program Administers Relocation Ordinance

Temporary Relocation Payment

RMC 11.100.050 & RMC 11.102.030

- **Must be provided to Tenants when they must temporarily vacate for the landlord to undertake substantial repairs**
- Notice of Entitlement to Relocation Payment must be provided with the notice of termination of tenancy
- Amount determined by a resolution of the City Council

Temporary Relocation Payment (2016 & 2017)

Per Diem Description	Amount	Term (a)
Hotel or Motel	\$145	Per day per household
Meal Expenses	\$29	Per day per person
Laundry	\$1	Per day per household
Pet Accommodations	Cat - \$28 Dog - \$51	Per day per animal

(a) Applicable amounts shall be paid on a weekly basis, calculated on a daily basis, at a minimum. Alternatively, the Landlord may provide comparable housing located in Richmond. In such case, the Landlord shall provide per diem payments until the Tenant and their possessions have been moved into the comparable Rental Unit.

Permanent Relocation Payment

RMC 11.100.050 & RMC 11.102.030

- Must be provided to Tenants for **Owner Move-In OR Withdrawal from the Rental Market**
- Notice of Entitlement to Relocation Payment must be provided with the notice of termination of tenancy
- Amount determined by a resolution of the City Council (*see next slide*)

Owner Move-In (R.M.C. 11.100.050(a)(6)) (2016 & 2017)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount
Studio	\$3,400	\$3,950
1 Bedroom	\$5,250	\$6,050
2+ Bedroom	\$7,150	\$8,200

Withdrawal from Rental Market (R.M.C. 11.100.050(a)(7)) (2016 & 2017)		
Maximum Cap per Unit Type (a) (b)	Base Amount	Qualified Tenant Household Amount (c)
Studio	\$6,850	\$7,850
1 Bedroom	\$10,500	\$12,100
2+ Bedroom	\$14,250	\$16,400

- (a) If a Rental Unit is occupied by one Tenant then the entire per unit Relocation Payment shall be paid to the Tenant. If more than one Tenant occupies the Rental Unit, the total amount of the Relocation Payments shall be paid on a pro-rata share to each Eligible Tenant.
- (b) The Relocation Payments will be calculated on a per Rental Unit basis, distributed on a per Tenant basis, and includes a maximum cap per Rental Unit.
- (c) A "Qualified Tenant Household" is any household that includes at least one Tenant that is a Senior Citizen, Disabled, or has at least one minor dependent child as defined in R.M.C 11.102.020(a) and (l).

Sources: City of Santa Monica, 2016; American Community Survey, 2011-2015 (Table B25064)

Flow Charts for Eviction Processes

Tenant fails to pay rent

Landlord serves tenant with 3-day notice to quit

Landlord must file a copy of the notice with the rent board. Failure to do so is a complete defense to an eviction lawsuit.

Tenant fails to pay rent within the 3-day notice period

Landlord files eviction lawsuit

Tenant must respond with their affirmative defense(s) to eviction lawsuit within 5-days of having been served the lawsuit.

Tenant responds with affirmative defenses within the 5-day deadline

Court mails notice of Hearing (trial) date

Tenant fails to respond within 5-day deadline

Landlord files request for default judgement

If approved, default judgement is entered against the tenant.

Judge or jury trial is held

Tenant wins: remains in unit

Landlord wins: awarded possession of unit

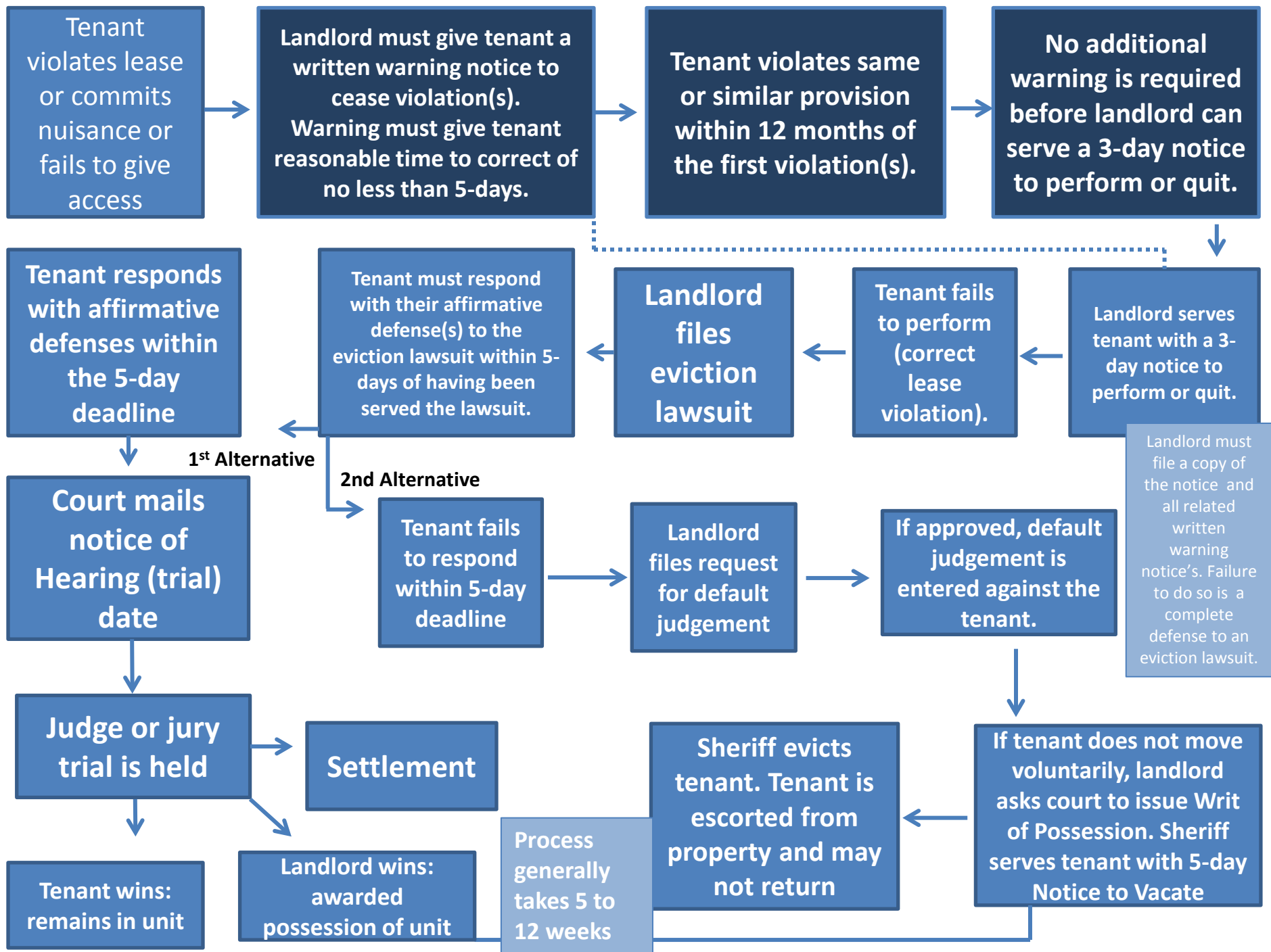
Sheriff evicts tenant. Tenant is escorted from property and may not return.

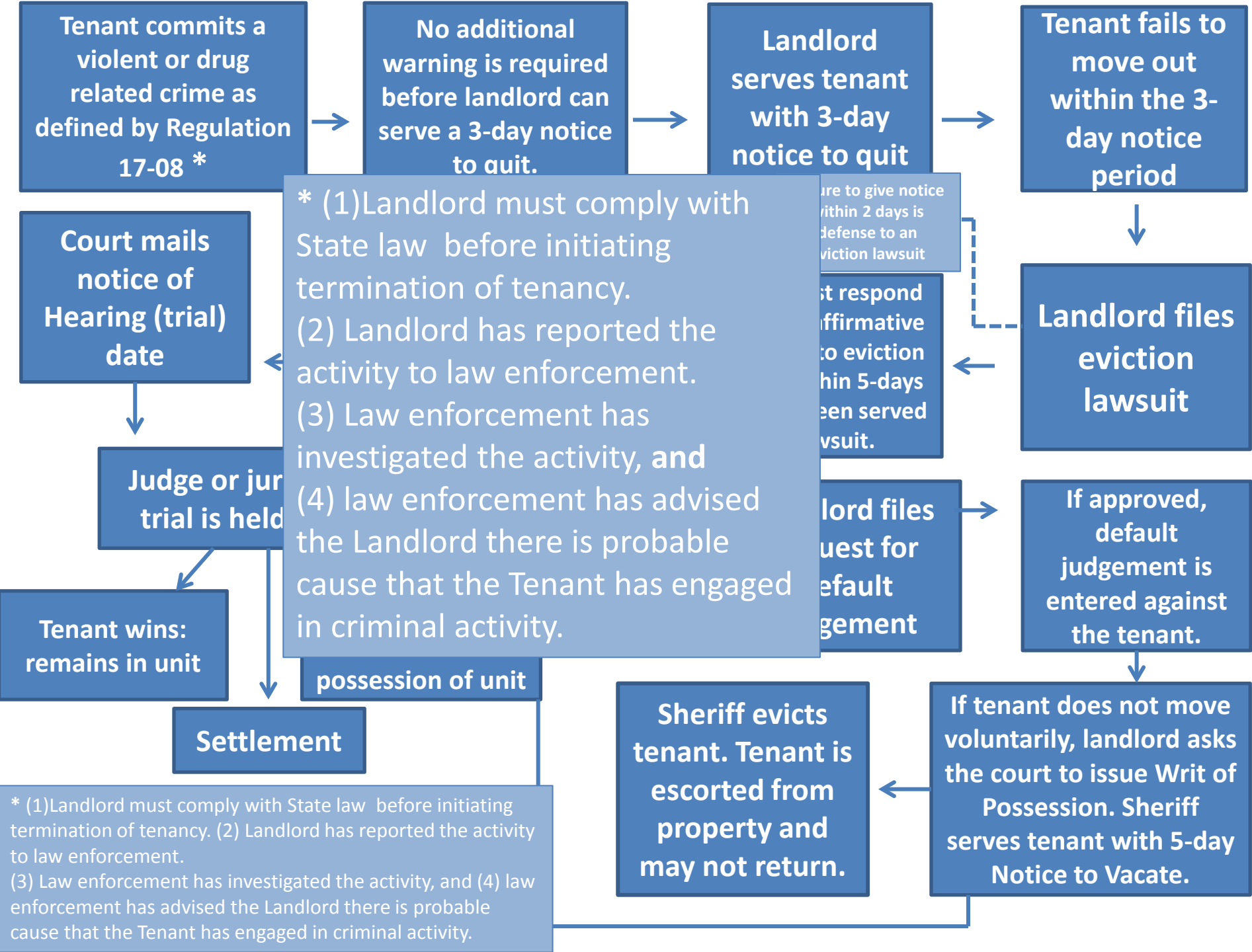
If tenant does not move voluntarily, landlord asks the court to issue Writ of Possession. Sheriff serves tenant with 5-day Notice to Vacate.

Settlement

1st Alternative

2nd Alternative





Tip #1

Carefully document, document and document...especially for nuisance, breach of lease or denial of lawful entry

Tip #2

Evictions can be highly technical. Consider hiring an attorney to avoid costly mistakes that could lead to having to start the process over again.

Tip #3

Educate yourself about California and Richmond eviction laws. Get your monies worth from the Rental Housing Fee and contact a Richmond Rent Program Services Analyst (housing counselor). Doing so will save you lots of time and money and help you avoid costly mistakes. Although eviction situations can stir emotions, avoid making irrational choices or seeing what you can get away with. Those choices could lead to getting sued for substantial amounts of money.

Upcoming Workshops

2018 RICHMOND RENT PROGRAM COMMUNITY WORKSHOPS

City Council Chambers
440 Civic Center Plaza
Richmond, CA 94804
10:00 AM - 12:00 PM

WORKSHOP	DATE (Saturday)
Landlord 101 in Richmond	January 13 th
Tenant 101 in Richmond	February 17 th
Evictions 101 (<i>Landlord Oriented</i>)	March 17 th
Evictions 101 (<i>Tenant Oriented</i>)	April 21 st
Security Deposits – Rights and Responsibilities (<i>Landlord Oriented</i>)	May 12 th
Tenant 101 in Richmond	June 9 th
Realtor and Property Manager Focused Workshop	July 14 th
Handling Habitability Issues (<i>Tenant Oriented</i>)	August 18 th
Handling Habitability Issues (<i>Landlord Oriented</i>)	September 15 th
How to Handle Difficult Tenant Situations (<i>Landlord Oriented</i>)	October 20 th
How to Handle Difficult Housemate Situations (<i>Tenant Oriented</i>)	November 10 th
Evictions 101 (<i>Landlord Oriented</i>)	December 8 th



Space is limited - RSVP today:
<https://rentprogram.eventbrite.com>
richmondrent.org/workshops
rent@ci.richmond.ca.us



Contact Us!

Richmond Rent Program

510-620-6576

Rent@ci.richmond.ca.us

Or

Visit us at:

www.richmondrent.org